

# MedAppz

## Application Service Provider Privacy & Security Policies

<b>Access</b>	MedAppz shall use commercially reasonable efforts to provide the Software Services with a ninety-nine and nine tenths percent (99.9%) monthly access rate ("Access Rate") between the hours of 6:01 a.m. Sunday (all times are CT-USA) to 12:00 a.m. Saturday and between 4:01 a.m. Saturday to 12:00 a.m. Sunday (the "Access Period") excluding the periods of time between 12:01 a.m. Saturday to 4:00 a.m. Saturday and 12:01 a.m. Sunday to 6:00 a.m. Sunday, and excluding the effect of any third party network providers. Access to the application is provided over a 128 bit SSL connection.
<b>Authorization</b>	Authorization of users is determined by each practice. Authorized physicians and mid-level practitioners are communicated to Medappz. Unique user accounts are created by Medappz. User accounts for all other authorized users are created by a practice administrator through a new user utility. Authorization can be revoked for a specific period of time or indefinitely by disabling any user account with this utility.
<b>Authentication</b>	Users are authenticated by the system through the use of two separate passwords. The application can monitor as to who is accessing the application and from which IP the application is being accessed. Any IP can be blocked from accessing the application at any point in time.
<b>Audit</b>	MedAppz periodically reviews policies and procedures in reference to firewall security, application security, infrastructure and physical access to the data center. Any discrepancies are corrected and tested for compliance.
<b>Secondary Uses of Data</b>	Customer hereby grants MedAppz a perpetual, unlimited license to use the Customer Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that MedAppz shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and MedAppz shall comply with HIPAA, as applicable, with respect to such data.
<b>Data Ownership</b>	MedAppz acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Software Services and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the "Customer Data"), and all right, title and interest therein, is and shall remain the exclusive property of Customer.